

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**  
101 E. Gaines Street  
Fletcher Building  
Tallahassee, Florida 32399-0866

910077-TI

**APPLICATION FORM**

for

**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**WITHIN THE STATE OF FLORIDA**

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**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluations  
101 East Gaines Street  
Tallahassee, Florida 32399-0866  
(904) 488-1280

- E. Once completed, submit the original and twelve (12) copies of this form to:

Florida Public Service Commission  
Division of Records and Reporting  
101 East Gaines Street  
Tallahassee, Florida 32399-0870  
(904) 488-8371

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FORM PSC/CMU 31 (1/90)  
Required by Commission Rule Nos. 25-24.471,  
25-24.473 & 25-24.480(2)  
(0415C)

DOCUMENT NUMBER DATE

00605 JAN 22 1991

PSC-RECORDS/REPORTING

1. This is an application for (check one):  
 Original Authority (New company).  
 Approval of Transfer (To another certificated company).  
 Approval of Assignment of existing certificate (To a noncertificated company).
2. The legal name of the applicant:  
Murdock, Remmers & Associates, Inc.
3. Name under which the applicant will do business: Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.  
Murdock, Remmers & Associates, Inc.
4. Florida address (including street name & number, post office box, city, state and zip code).  
No Florida Address
5. National address (including street name & number, post office box, city, state and zip code).  
Murdock, Remmers & Associates, Inc.  
408 Edgewood Road N.W. Suite 100  
Cedar Rapids, Iowa 52405
6. Structure of organization;  Individual  
 Corporation  
 Foreign Corporation  
 Foreign Partnership  
 General Partnership  
 Limited Partnership  
 Other, \_\_\_\_\_

7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

Does Not Apply

8. If incorporated, give name, titles and addresses of the directors, chief officers and ten largest stockholders.  
Guy Murdock, President and Stockholder  
John Remmers, Stockholder and Vice President  
Curt Jarvis, Stockholder and Secretary

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

A certificate to do business within the State of Florida has been filed with the Secretary of State

- (b) Name and address of the company's Florida registered agent.

No Florida Agent

10. Information as to whether any of the officers or directors have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

Does Not Apply .

11. Indicate if any of the officers, directors, partners or stockholders have previously been and/or currently are an officer, director, partner or stockholder in any other Florida certificated telephone company. No officers have been associated in any way with any other Florida certified telephone company.  
(a) If yes, give name of company and relationship.

Does Not Apply

- (b) If no longer associated with company, give reason why not.

Does Not Apply

12. List the states in which the applicant:

- a) Has operated as an interexchange carrier.

Does Not Apply

- b) Has applications pending to be certificated as an interexchange carrier.  
Does Not Apply
- c) Is certificated to operate as an interexchange carrier.  
Does Not Apply
- d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.  
None
- e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.  
None
- f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.  
None

13. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

- (a) The application: Guy Murdock, President  
408 Edgewood Road N.W., Suite 100  
Cedar Rapids, Iowa 52405
- (b) Official Point of Contact for the ongoing operations of the company: Guy Murdock, President  
408 Edgewood Road N.W., Suite 100  
Cedar Rapids, Iowa 52405
- (c) Tariff: Guy Murdock, President  
408 Edgewood Road N.W., Suite 100  
Cedar Rapids, Iowa 52405
- (d) Complaints/Inquiries from customers: Guy Murdock, President  
408 Edgewood Road N.W., Suite 100  
Cedar Rapids, Iowa 52405

14. The applicant will provide the following interexchange carrier services (Check all that apply):

MTS with distance sensitive per minute rates  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS with route specific rates per minute  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.)

800 Service (Toll free)

MATS type service (Bulk or volume discount)  
 Method of access is via dedicated facilities  
 Method of access is via switched facilities

Private Line services (Channel Services)  
(For ex. 1.544 mbs., DS-3, etc.)

Travel Service  
 Method of access is 950  
 Method of access is 800.

900 service

Operator Services  
 Available to presubscribed customers  
 Available to non presubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitals)  
 Available to inmates

Services included are:  
 Station assistance  
 Person to Person assistance  
 Directory assistance  
 Operator verify and interrupt  
 Conference Calling

Other

15. What does the end user dial for each of the interexchange carrier services that were checked in question 14?  
Normal Hotel Dialing Procedures
16. What services will the applicant offer to other certificated telephone companies:

( ) Facilities.  
( ) Operators.  
( ) Billing and Collection.  
( ) Sales.  
( ) Maintenance.      None  
( ) Other: \_\_\_\_\_

17. Will your marketing program:
- Pay commissions?
  - Offer sales franchises?
  - Offer multi-level sales incentives?
  - Offer other sales incentives?
18. Explain any of the offers checked above (To whom, what amount, type of franchise, etc.).  
 Commissions are payable to the hotel on a monthly basis. The commission is based on the number of calls made or a percentage of the revenue earned.
19. Who will receive the bills for your service (Check all that apply)?

- Residential customers.
- Business customers.
- PATS providers.
- PATS station end-users.
- Hotels & motels.
- Hotel & motel guests.
- Universities.
- University dormitory residents.
- Other: (specify) \_\_\_\_\_

20. Provide the name and address of the firm who will bill for your service.

Integretel  
 P.O. Box 49003  
 San Jose, CA 95161

21. Will the name of your company appear on the bill for your services, and if not, why?

Yes. It will appear as:

Integretel Billing on Behalf of  
 Murdock, Remmers & Associates, Inc.

22. Who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Integretel  
 1-800-736-7500

This information is provided directly on  
 on bill

23. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

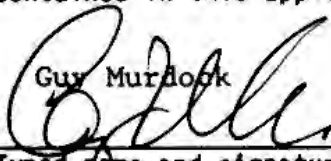


**\*\*APPLICANT ACKNOWLEDGEMENT STATEMENT\*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of one-eighth of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$25 is required.
  
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
  
3. **SALES TAX:** I understand that a six percent sales tax must be paid on intra and interstate revenues.
  
4. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
  
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.

6. ACCURACY OF APPLICATION: By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Guy Murdock



Typed name and signature of owner or  
chief officer

President

Title

Date

1/15/91

**ATTACHMENTS**

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES  
AND EAS ROUTES
- E - GLOSSARY

**\*\*APPENDIX A\*\***

**CERTIFICATE TRANSFER STATEMENT**

I, (TYPED NAME)  
current holder of certificate number \_\_\_\_\_, have reviewed this  
application and join in the petitioner's request.

\_\_\_\_\_  
Signature of owner or chief officer  
of the certificate holder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

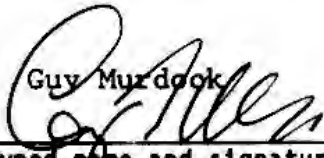
**\*\*\*NOT APPLICABLE\*\*\***

**\*\*APPENDIX B\*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

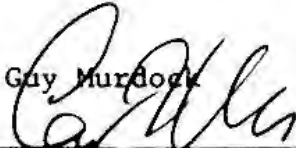
- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
  
- ( ) The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

Guy Murdock  
  
\_\_\_\_\_  
Typed name and signature of Owner  
or Chief officer  
  
President  
\_\_\_\_\_  
Title  
  
1/15/91  
\_\_\_\_\_  
Date



4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D). Wish to supply operator service for all parts.
5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed). Does not apply
6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:  
Does not apply
- a) What services have been provided and when did these services begin? Does not apply
- b) If the services are not currently offered, when where they discontinued? Does not apply

Guy Murdock

  
\_\_\_\_\_  
Typed name and signature of Owner or  
Chief officer

President

\_\_\_\_\_  
Title

1/15/91  
\_\_\_\_\_  
Date

**\*\* APPENDIX D \*\***

**FLORIDA TELEPHONE EXCHANGES**

**AND**

**EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

\_\_\_\_\_  
Typed name and signature of  
Owner/Chief Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DOES NOT APPLY**





**\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\***

| <b>Extended Service Area</b> | <b>with</b> | <b>These Exchanges</b>  |
|------------------------------|-------------|---|
| <b>PENSACOLA:</b>            |             | Cantonment, Gulf Breeze, Pace, Milton<br>Holley-Navarre.  |
| <b>PANAMA CITY:</b>          |             | Lynn Haven, Panama City Beach,<br>Tyndall AFB and Youngstown-Fountain.  |
| <b>TALLAHASSEE:</b>          |             | Crawfordville, Havana, Monticello,<br>Panacea, Sopchoppy and St. Marks.   |
| <b>JACKSONVILLE:</b>         |             | Baldwin, Ft. George, Jacksonville<br>Beach, Callahan, Maxville, Middleburg<br>Orange Park, Ponte Vedra and<br>Julington.                                    |
| <b>GAINESVILLE:</b>          |             | Alachua, Archer, Brooker, Hawthorne<br>High Springs, Melrose, Micanopy,<br>Newberry and Waldo.  |
| <b>OCALA:</b>                |             | Belleview, Citra, Dunnellon, Forest<br>Lady Lake (B21), McIntosh, Oklawaha,<br>Orange Springs, Salt Springs and<br>Silver Springs Shores.                   |
| <b>DAYTONA BEACH:</b>        |             | New Smyrna Beach.   |
| <b>TAMPA:</b>                |             | Central       None<br>East   Plant City<br>North   Zephyrhills<br>South   Palmetto<br>West   Clearwater   |
| <b>CLEARWATER:</b>           |             | St. Petersburg, Tampa-West and Tarpon<br>Springs.   |
| <b>ST. PETERSBURG:</b>       |             | Clearwater.   |
| <b>LAKELAND:</b>             |             | Bartow, Mulberry, Plant City, Polk<br>City and Winter Haven.  |
| <b>ORLANDO:</b>              |             | Apopka, East Orange, Lake Buena Vista<br>Oviedo, Windermere, Winter Garden,<br>Winter Park, Montverde, Reedy Creek,<br>and Oviedo-Winter Springs.           |
| <b>HINTER PARK:</b>          |             | Apopka, East Orange, Lake Buena Vista<br>Orlando, Oviedo, Sanford, Windermere<br>Winter Garden, Oviedo-Winter Springs<br>Reedy Creek, Geneva and Montverde. |

**\*\* FLORIDA EAS FOR MAJOR EXCHANGES CONTINUED \*\***

|                         |  |
|-------------------------|--|
| <b>TITUSVILLE:</b>      | Cocoa and Cocoa Beach.   |
| <b>COCOA:</b>           | Cocoa Beach, Eau Gallie, Melbourne and Titusville.   |
| <b>MELBOURNE:</b>       | Cocoa, Cocoa Beach, Eau Gallie and Sebastian.  |
| <b>SARASOTA:</b>        | Bradenton, Myakka and Venice.  |
| <b>FT. MYERS:</b>       | Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands. |
| <b>MAPLES:</b>          | Marco Island and North Naples.   |
| <b>WEST PALM BEACH:</b> | Boynton Beach and Jupiter.   |
| <b>POMPANO BEACH:</b>   | Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.   |
| <b>FT. LAUDERDALE:</b>  | Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.   |
| <b>HOLLYWOOD:</b>       | Ft. Lauderdale and North Dade.   |
| <b>NORTH DADE:</b>      | Hollywood, Miami and Perrine.  |
| <b>MIAMI:</b>           | Homestead, North Dade and Perrine  |

**\*\* APPENDIX E \*\***

**\*\* GLOSSARY \*\***

**ACCESS CODE.** The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-10XX.

**BYPASS.** Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

**CARRIERS CARRIER.** An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

**CENTRAL OFFICE.** A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

**CENTRAL OFFICE CODE.** The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

**COMMISSION.** The Florida Public Service Commission.

**COMPANY, TELEPHONE COMPANY, UTILITY.** These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

**DEDICATED FACILITY.** The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

**END USER.** The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

**EQUAL ACCESS EXCHANGE AREAS.** EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

**EXCHANGE.** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

**EXCHANGE (SERVICE) AREA.** The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

**EXTENDED AREA SERVICE.** A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

**FACILITIES BASED.** An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

**FOREIGN EXCHANGE SERVICES.** A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

**FEATURE GROUPS.** General categories of unbundled tariffs to stipulate related services.

- Feature Group A: Line side connections presently serving specialized common carriers.
- Feature Group B: Trunk side connections without equal digit or code dialing.
- Feature Group C: Trunk side connections presently serving AT&T-C.
- Feature Group D: Equal trunk access with subscription.

**INTEREXCHANGE COMPANY.** means any telephone company, as defined in Section 364.02(4), F.S., which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

**INTER-OFFICE CALL.** A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

**INTRA-OFFICE CALL.** A telephone call originating and terminating within the same central office unit or entity.

**INTRASTATE COMMUNICATIONS.** The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

**INTRA-STATE TOLL MESSAGE.** Those toll messages which originate and terminate within the same state.

**LOCAL ACCESS AND TRANSPORT AREA.** LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL EXCHANGE COMPANY. (LEC)** means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

**OPTIONAL CALLING PLAN.** An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**900 SERVICE.** A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

**PIN NUMBER.** A group of numbers used by a company to identify their customers.

**PAY TELEPHONE SERVICE COMPANY.** Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

**POINT OF PRESENCE (POP).** Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

**PRIMARY SERVICE.** Individual line service or party line service.

**RESELLER.** An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

**STATION.** A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

**SUBSCRIBER, CUSTOMER.** These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

**SUBSCRIBER LINE.** The circuit or channel used to connect the subscriber station with the central office equipment.

**SWITCHING CENTER.** Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

**TRUNK.** A communication channel between central office units or entities, or private branch exchanges.

# Murdock, Remmers & Assoc.

408 Edgewood Rd. N.W., Suite 100 • Cedar Rapids, Iowa 52405 • 319-396-2655

ORIGINAL SHEET 1

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## TITLE SHEET

### FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Murdock, Remmers & Associates, Inc. (MRA), with principal offices at 408 Edgewood Road NW, Suite 100, Cedar Rapids, IA 52405. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued : January 14, 1991

Effective: \_\_\_\_\_

by:

Guy Murdock, President  
Murdock, Remmers & Associates, Inc.  
408 Edgewood Road NW, Suite 100  
Cedar Rapids, IA 52405

# Murdock, Remmers & Assoc.

408 Edgewood Rd. N.W., Suite 100

• Cedar Rapids, Iowa 52405

• 319-396-2655

ORIGINAL SHEET 1.1

## CHECK SHEET

Sheets 1 through 17 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|
| 1            | Original        |
| 1.1          | Original        |
| 2            | Original        |
| 3            | Original        |
| 4            | Original        |
| 5            | Original        |
| 6            | Original        |
| 7            | Original        |
| 8            | Original        |
| 9            | Original        |
| 10           | Original        |
| 11           | Original        |
| 12           | Original        |
| 13           | Original        |
| 14           | Original        |
| 15           | Original        |
| 16           | Original        |
| 17           | Original        |

-----  
Issued : January 14, 1991

Effective: \_\_\_\_\_

by:

Guy Murdock, President  
Murdock, Remmers & Associates, Inc.  
408 Edgewood Road NW, Suite 100  
Cedar Rapids, IA 52405

# Murdock, Remmers & Assoc.

408 Edgewood Rd. N.W., Suite 100 • Cedar Rapids, Iowa 52405 • 319-396-2655

ORIGINAL SHEET 2

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## TABLE OF CONTENTS

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Issued : January 14, 1991

Effective: \_\_\_\_\_

by:

Guy Murdock, President  
Murdock, Remmers & Associates, Inc.  
408 Edgewood Road NW, Suite 100  
Cedar Rapids, IA 52405



# Murdock, Remmers & Assoc.

408 Edgewood Rd. N.W., Suite 100 • Cedar Rapids, Iowa 52405 • 319-396-2655

ORIGINAL SHEET 3

## SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In an Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

## OBSELETE SYMBOLS

This tariff contains no obsolete symbols.

-----  
Issued : January 14, 1991

Effective: \_\_\_\_\_

by:

Guy Murdock, President  
Murdock, Remmers & Associates, Inc.  
408 Edgewood Road NW, Suite 100  
Cedar Rapids, IA 52405

# Murdock, Remmers & Assoc.

408 Edgewood Rd. N.W., Suite 100

• Cedar Rapids, Iowa 52405

• 319-396-2655

ORIGINAL SHEET 4

## TARIFF FORMAT

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

**D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

Issued : January 14, 1991

Effective: \_\_\_\_\_

by:

Guy Murdock, President  
Murdock, Remmers & Associates, Inc.  
408 Edgewood Road NW, Suite 100  
Cedar Rapids, IA 52405

# Murdock, Remmers & Assoc.

408 Edgewood Rd. N.W., Suite 100 • Cedar Rapids, Iowa 52405 • 319-396-2655

ORIGINAL SHEET 5

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**ACCESS CODE** - The 5-digit code dialed to use a long distance telephone service other than the primary long distance telephone company.

**ANI** - The 7-digit code assigned to a trunk.

**CALL PROCESSING SYSTEM** - A hardware and software system that operates unattended and installs between local telephone company trunks and Properties PBX that automates placement of "0+" dialed calls, including recordation of billing information.

**CARRIER** - A selected company that provides Operator Services or telecommunications transmission.

**END USER** - A patron or guest of Property that uses the telephone equipment at the Property and/or the person responsible for paying the telephone charge.

**MRA** - Murdock, Remmers & Associates, Inc.

**OPERATOR SERVICES** - Any of a variety of telephone services which require the assistance of an Operator, live or automated (i.e. collect calls, calling card calls, etc.).

**PBX (PRIVATE BRANCH EXCHANGE)** - A communications system located at the Property which handles incoming and outgoing switching functions automatically.

**PROPERTY** - The site or business where the Call Processing Equipment and Murdock, Remmers & Associates, Inc.'s (MRA) services are in use.

**TRUNK** - A communications link between a central office and a business's private branch exchange (PBX).

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of Murdock, Remmers & Associates, Inc. (MRA)

Murdock, Remmers & Associates, Inc.'s (MRA) services and equipment furnished for communications originating at specific Properties within the State of Florida under the terms of this tariff as an operator service provider for automated operator service in the lodging industry.

Murdock, Remmers & Associates, Inc. (MRA) shall provide and maintain a Call Processing System and equipment, cable, peripheral telephone supplies, etc. as has been agreed upon by contract between Murdock, Remmers & Associates, Inc. (MRA) and Property. Murdock, Remmers & Associates, Inc. (MRA) shall make arrangements for all 0+ telecommunications service through resold transmission facilities procured by Murdock, Remmers & Associates, Inc. (MRA) from local exchange carriers or interexchange carriers.

The Property acknowledges and agrees that the system shall at all times remain the property of Murdock, Remmers & Associates, Inc. (MRA) unless otherwise stated in the contract.

Murdock, Remmers & Associates, Inc. (MRA) services and equipment are available 24 hours a day, 7 days a week, 365 days a year.

### 2.2 Limitations

**2.2.1** Service is offered subject to Murdock, Remmers & Associates, Inc. (MRA) and Property approval, availability of equipment and facilities, and the provisions of this tariff, and the laws governing the State of Florida.

**2.2.2** Murdock, Remmers & Associates, Inc. (MRA) reserves the right to discontinue service, limit service, or remove service necessitated by conditions beyond its control or when the Property is using service or equipment in violation of the law or provisions of this tariff.

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## SECTION 2 - RULES AND REGULATIONS

### **2.2 Limitations (Cont.)**

- 2.2.3** All services provided under this tariff are directly controlled by Murdock, Remmers & Associates, Inc. (MRA) and the Property may not transfer or assign the use of service or equipment except with written permission of Murdock, Remmers & Associates, Inc. (MRA).
- 2.2.4** Prior written permission from the Murdock, Remmers & Associates, Inc. (MRA) is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5** Other limitations may apply in regards to the carrier selected by mutual consent of Murdock, Remmers & Associates, Inc. (MRA) and the Property.

### **2.3 Liabilities of Murdock, Remmers & Associates, Inc. (MRA)**

- 2.3.1** Murdock, Remmers & Associates, Inc. (MRA) shall not be liable for consequential damage or commercial loss. Murdock, Remmers & Associates, Inc. (MRA) shall not be obligated to perform hereunder nor be responsible for failure to perform if prevented from doing so because of strikes, fire, water, acts of God, storms, unreasonable delays in transportation, governmental action or other similar or dissimilar causes beyond Murdock, Remmers & Associates, Inc.'s (MRA) control.
- 2.3.2** Murdock, Remmers & Associates, Inc. (MRA) shall promptly install the Call Processing System in a good workman-like manner and shall repair, in a commercially reasonable manner and response time, at its expense, any damage to Property caused by Murdock, Remmers & Associates, Inc. (MRA) in connection with the installation of the Call Processing System.

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## SECTION 2 - RULES AND REGULATIONS

### **2.3 Liabilities of Murdock, Remmers & Associates, Inc. (MRA)** **(Cont.)**

**2.3.3** Murdock, Remmers & Associates, Inc. (MRA) represents and warrants that throughout the term of the agreement between Murdock, Remmers & Associates, Inc. (MRA) and the Property, the Call Processing System shall be in good working order and condition and fully operational as set out in the maintenance standards.

### **2.4 Maintenance of Equipment and Services**

**2.4.1** The System shall carry a full parts and labor warranty during the entire term of an agreement. Provided a service and maintenance agreement is in effect with the Property, the following standards are provided below:

**2.4.2** The System will be maintained by Murdock, Remmers & Associates, Inc. (MRA) in accordance with the following standards: (1) Original equipment parts or parts of equal quality will be used; (2) The System will be maintained at levels necessary to provide good communications; (3) Routine maintenance procedures prescribed from time to time by manufacturer for its equipment will be followed; (4) All maintenance work will be done by qualified persons.

**2.4.3** Routine service calls will be answered within twenty-four (24) hours notice that service is necessary. Routine problems are those that do not severely hamper the operation of normal business.

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## SECTION 2 - RULES AND REGULATIONS

### 2.4 Maintenance of Equipment and Services (Cont.)

**2.4.4** Emergency service calls shall be answered in four (4) hours after notice that an emergency exists. Emergency calls are considered to be when the Property has lost total communications or lost communications. Further, emergency service shall mean a system failure, 50% of the trunk compliment out of service, failure of one trunk card, 15% of the stations out of service, failure of the attendant console, evidence of a major alarm, inability to receive calls or call outside of the Property, and failure of the call accounting system. In addition, when the occupancy rate is over 90%, the inability to rent a room due to an out of service telephone will warrant emergency response. Emergency service will be provided four (4) hours from the time Murdock, Remmers & Associates, Inc. (MRA) is notified of the outage. Standard service shall be provided within twenty-four (24) hours during the normal business week, Monday through Friday 8 a.m. to 5 p.m. except holidays. All service calls will originate from the Customer.

### 2.5 Conditions Governing Operator Services

- 2.5.1** The company shall abide by the requirements of Section 226(c) of the Communications Act of 1934, as amended, and all rules of the Federal Communications Commission promulgated thereunder. Specifically, Murdock, Remmers & Associates, Inc. (MRA) shall:
- 2.5.2** Identify itself as "MRA", audibly and distinctly, to the end user at the beginning of each telephone call, again before connecting the call, and before the billed party incurs any charge for the call;
- 2.5.3** Permit the end user to terminate the telephone call at no charge before the call is connected;

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## SECTION 2 - RULES AND REGULATIONS

### 2.5 Conditions Governing Operator Services (Cont.)

- 2.5.4** Disclose to the consumer, upon request and at no charge:
- A. A quote of its rates or charges for the call
  - B. The method(s) by which such rates or charges will be collected; and
  - C. The method(s) by which complaints concerning such rates, charges, or collection practices will be resolved.
- 2.5.5** Not bill for unanswered calls in areas where equal access is available.
- 2.5.6** Not knowingly bill for unanswered calls where equal access is not available.
- 2.5.7** Not bill for a call that does not reflect the original location of the call.
- 2.5.8** Ensure by contract that the aggregator shall post a notice on or near its telephone in plain view of end users which includes:
- A. The name, address, and toll free telephone number of Murdock, Remmers & Associates, Inc. (MRA);
  - B. A disclosure that rates for all interstate calls provided by Murdock, Remmers & Associates, Inc. (MRA) are available on request, and that consumers have a right to access the interstate common carrier of their choice and may, using that telephone contact their preferred carrier for access instructions;
  - C. The name and address of the Enforcement Division of the Common Carrier Bureau of the Commission, to which the consumer may direct complaints regarding interstate services provided by Murdock, Remmers & Associates, Inc. (MRA);

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## SECTION 2 - RULES AND REGULATIONS

### 2.5 Conditions Governing Operator Services (Cont.)

- D. That the aggregator's telephones shall allow end users to use "800" or "950" access numbers to access the provider of operator services desired by the consumer; and
- E. That the aggregator will not charge the end user for using an "800" or "950" access code number, or any other access code number, an amount that is greater than the amount the aggregator charges for access to Murdock, Remmers & Associates, Inc.'s (MRA) services.

### 2.6 Billing Procedures

All operator services and long distance rates will be billed to the end user through Integretel, who is a billing agent contracted by Murdock, Remmers & Associates, Inc. (MRA), or the local exchange carrier.

### 2.7 Billing Periods

Dependent upon billing agent's guidelines.

### 2.8 Refunds/Credits

Upon receiving reasonable and adequate notification from a customer of billing for any such call, Murdock, Remmers & Associates, Inc. (MRA) or an authorized agent will issue a credit to the customer in an amount equal to the charge for the call. A credit allowance is also applicable when a call is interrupted due to poor transmission or involuntary disconnection caused by equipment of Murdock, Remmers & Associates, Inc. (MRA). Upon receiving reasonable and adequate notification of such interruption, Murdock, Remmers & Associates, Inc. (MRA), or its authorized agent will issue a credit to the customer equivalent to one minute (i.e., the last minute of the call), however, credit allowances may follow rules or restrictions of Murdock, Remmers & Associates, Inc. (MRA) contracted billing agent or the local exchange telephone company.

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## SECTION 2 - RULES AND REGULATIONS (CONT.)

### **2.9      Deposits**

Murdock, Remmers & Associates, Inc. (MRA) or Integretel does not require a deposit.

### **2.10     Advance Payment**

Murdock, Remmers & Associates, Inc. (MRA) or Integretel does not require advance payment.

### **2.11     Taxes**

All state and local taxes, (i.e., gross receipts, tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in quote rates.

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## SECTION 3 - DESCRIPTION OF SERVICE

### 3.1 Timing of Calls

Chargeable time for calling card calls begins when the called station answers. Chargeable time begins for collect calls when the called station positively accepts responsibility for payment. Chargeable time ends when either the called party or the calling party hangs up.

### 3.2 Billing Services

All calls are billed on behalf of Murdock, Remmers & Associates, Inc. (MRA) by a contracted billing service. All calls are timed according to Section 3.1. All billing is in one minute increments and no customer will be billed for an uncompleted call. This includes all credit card calls, collect calls, and message delivery calls handled by Murdock, Remmers & Associates, Inc.'s (MRA) Call Processing System.

### 3.3 Calculation of Distance

The distance of a call is determined using standard vertical and horizontal (V & H) coordinates of the rate centers (as specified in AT&T Tariff No. 10) serving the originating and terminating points of the call. The airline distance is calculated as follows:

- A. Determine the difference between the originating and terminating vertical coordinates; repeat for the horizontal coordinates;
- B. Square the differences as obtained in (A) above;
- C. Add the squares of the differences as determined in (B) above;
- D. Divide the sum of the squares by ten (10);
- E. Take the square root of the number derived in (D) above and round to the next full digit - this is the airline mileage between rate centers;
- F. The formula for calculating the airline mileage between rate centers is;

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## SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

### 3.3 Calculation of Distance (Cont.)

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

where, V1, H1 are the coordinates of the originating rate center, and; V2, H2 are the coordinates of the terminating rate center.

### 3.4 Minimum Call Complete Rate

No uncompleted calls will be billed. Minimum call completion rate is dependent on the local exchange carrier or interexchange carrier that is selected.

### 3.5 Calling Card Service

When a calling card call is made from the Property, the Call Processing System recognizes the request, issues a "bong" prompt, records the calling card number verifies and validates the calling card, then completes the call. At the conclusion of the call, the call record is stored on the system disk. The call records are later extracted for subsequent billing.

### 3.6 Collect Calling Service

An automated operator offers the caller the option of placing a collect call. If accepted the system asks the caller to state his or her name, records the name, and places the call. Upon answer detection, the automated operator informs the called party of a collect call, plays the callers recorded name, and instructs the called party to press "1" to accept the charges or hang up. The rating, storing, and billing procedures are the same as Calling Card Service procedures.

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## SECTION 3 - DESCRIPTION OF SERVICE (CONT.)

### 3.7 Message Delivery Service

This enables callers to deliver a telephone message recorded in their own voice if the called party does not answer or a busy signal is detected. If either condition exists the automated operator will prompt the caller to leave a recorded message. If accepted, the caller is billed a surcharge set by the Property which is told to the caller. When the message is recorded the Call Processing System will attempt to deliver it by automatically calling the destination number every 15 minutes for up to 4 hours.

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## SECTION 4 - RATES

### 4.1 Measured Usage Rates

The following are measured charges applicable to each call based on the airline distance rate centers, call duration and [rate period].

| RATE<br>MILEAGE | DAY EVENING NIGHT/WEKEND |               |
|-----------------|--------------------------|---------------|
|                 | FIRST<br>MIN.            | ADD'L<br>MIN. |
| 1-124           | \$ .25                   | .24           |
| 125-292         | .25                      | .25           |
| 293-430         | .26                      | .25           |
| 431-925         | .27                      | .27           |
| 4251-5750       | .35                      | .34           |

### 4.2 Fixed Service Charges

In addition to measured charges as specified within this tariff a fixed service charge is applicable to each call depending on the billing method selected by the end user.

|                           |         |
|---------------------------|---------|
| Dial Station Calling Card | \$ 1.75 |
| Collect                   | \$ 2.50 |

### 4.3 Aggregator Surcharge

In addition to measured charges and fixed service charges specified within this tariff, Murdock, Remmers & Associates, Inc. (MRA) may apply a per call surcharge on behalf of the aggregator. Such aggregator surcharge may range between \$0.00 and \$1.00 per call. Murdock, Remmers & Associates, Inc. (MRA) estimates that the average aggregator surcharge is \$.25 per call.

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## SECTION 4 - RATES (CONT.)

### 4.4 Commissions, Surcharges, Fees

Except where surcharges apply as specified within this tariff, commission payments to any person or entity, or other costs for providing service will not be recovered by assessing additional rates or charges other than the rates and charges specified for services provided under this tariff.

### 4.5 Estimates of Traffic

Murdock, Remmers & Associates, Inc. (MRA) estimates that interstate traffic for calls billed pursuant to this tariff are in the following amounts:

|                      | <u>Percent<br/>Total Calls</u> | <u>Percent<br/>Calling Card</u> | <u>Percent<br/>Collect</u> |
|----------------------|--------------------------------|---------------------------------|----------------------------|
| <u>Hotel Service</u> | 100                            | 90                              | 10                         |

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